



ARIZONA DEPARTMENT OF TRANSPORTATION
CONTRACTS ADMINISTRATION SECTION

ADOT Contract No T92-0319-01

ADPS CONTRACT NO. 91-385

A.G. CONTRACT NO. KR91-2986-TRD

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to A.R.S.11-951 et seq. by and between the Arizona Department of Transportation hereinafter referred to as ADOT and the Arizona Department of Public Safety, hereinafter referred to as DPS.

RECITALS

1. The ADOT desires to load a 800 MHz trunked radio system, to avoid loss of currently assigned frequencies.
2. DPS desires to utilize the trunked radio system.
3. The ADOT and DPS wish to enter into an Agreement for the purpose of setting forth the terms and conditions of this project.

NOW, THEREFORE, in consideration of the foregoing recitals, the parties agree as follows.

AGREEMENT

A. DPS shall:

Maintain the 800 MHz trunked radio system fixed equipment to include:

1. Associated interconnecting microwave and multiplex control equipment for the 800 MHz trunked radio system;
2. Communications site base station equipment (3 sites are anticipated) for sites providing coverage for the greater Phoenix metropolitan area; and
3. The communications site controllers and system controllers for the 800 MHz trunked radio system.

B. The ADOT shall:

Allow access and usage of the Phoenix metropolitan area 800 MHz trunked radio system to DPS and other State agencies receiving their communications support from DPS.

NO. <u>16344</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>01/17/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Cheryl D. Macneil</u>

C. It is mutually agreed that:

1. Separate "talk groups" or "sub-fleets" will be maintained for each user group, thus none of the DPS or other state agency groups would be heard by ADOT units, and vice versa. Allowable access to the trunking system can not exceed 160 units.
2. Maintenance of all mobile and portable radios, as well as fixed control radios are excluded from this Agreement.
3. No transfer of funds shall be made by either party due to mutual benefit received by both parties in the exchange of the services set forth in this Agreement
4. This Agreement may be terminated at the sole discretion of either party hereto upon thirty (30) days written notice. Until such notice is given, the Agreement shall remain in full force and effect without expiration unless the Agreement violates any Arizona law, rule or regulation either now enacted or which may be enacted in the future. In case of violation of Arizona law, this Agreement shall immediately terminate.
5. The parties shall retain all books, papers, records and accounting records relating to this Agreement for a period of five years from completion of the Agreement. Such records shall be subject to inspection and audit by agents and authorized representatives of the parties hereto at all reasonable times during the term of the Agreement or within five years after completion thereof, as provided by Arizona Revised Statutes, Section 35-214.
6. Attachment A is a copy of the resolution of the Director of the Arizona Department of Transportation authorizing said agency to enter into this Agreement.
7. Attachments B and C are the written determinations of the attorneys for said parties that this Intergovernmental Agreement is in proper form and within the powers and authority granted to said parties under the laws of the State of Arizona.
8. All parties are hereby put on notice that the Agreement is subject to cancellation by the Governor pursuant of Arizona Revised Statutes, Section 38-511.
9. All notices or demands upon either party hereto by the other pursuant to the Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

To ADOT at:

Arizona Department of Transportation
Contracts Administration Section
1739 W Jackson Street, Rm 100P
Phoenix AZ 85007

To DPS at:

Arizona Department of Public Safety
Telecommunications Bureau Office
P.O. Box 6638
Phoenix, AZ 85005-6638

or elsewhere as either party may from time to time designate by written notice to the other.

THIS AGREEMENT shall be filed with the Secretary of State and shall become effective on the date of such filing.

**ARIZONA DEPARTMENT
OF TRANSPORTATION**

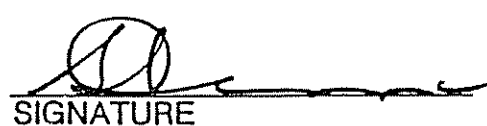

SIGNATURE

K.J. GRANT, CPPO
NAME PRINTED

Procurement Group Manager
TITLE

1/16/92
DATE

**ARIZONA DEPARTMENT OF
PUBLIC SAFETY**


SIGNATURE

F. J. "RICK" AYARS, COLONEL
NAME PRINTED

Director
TITLE


December 27, 1991
DATE

ATTACHMENT A

RESOLUTION

BE IT RESOLVED I, CHARLES E. COWAN, the undersigned Director, Arizona Department of Transportation, acting on behalf of the State of Arizona under the authority of Arizona Revised Statute, Section 28-108, hereby determine that the Department shall enter into an Intergovernmental Agreement with the Department of Public Safety, for the purpose of utilizing an 800 MHz trunked radio system.

Date this 5th day of Dec, 1991


for CHARLES E. COWAN, Director
Department of Transportation



ADOT Contract No. T92-0319-01

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A.G. Contract No. KR91-2986-TRD is an agreement between public agencies and has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

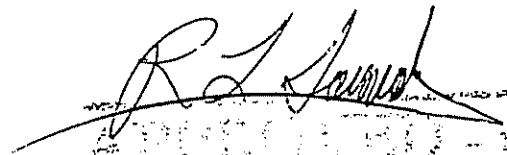
DATED this 10 day of January 1992.

GRANT WOODS
Attorney General

Richard L. Rice
RICHARD L. RICE
Assistant Attorney General
Transportation Section

ATTACHMENT C

DPS
ATTORNEY'S WRITTEN DETERMINATION
TO BE INSERTED HERE


APPROVED - Legal Section
Arizona Department of Public Safety